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Deckers Outdoor Corporation**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DECKERS OUTDOOR
CORPORATION, a Delaware
Corporation,

Plaintiff,

v.

ZOETOP BUSINESS CO., LIMITED, a
Hong Kong SAR China Private Limited
Company; SHEIN US SERVICES, LLC,
a Delaware Limited Liability Company;
and DOES 1-10, inclusive,

Defendants.

CASE NO.: 2:23-cv-09850

**PLAINTIFF'S COMPLAINT FOR
DAMAGES AND EQUITABLE
RELIEF:**

- 1. TRADE DRESS INFRINGEMENT
UNDER THE LANHAM ACT
(COUNTS 1-2)**
- 2. TRADE DRESS INFRINGEMENT
UNDER CALIFORNIA COMMON
LAW (COUNT 3)**
- 3. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. &
PROF. CODE § 17200 *et seq.*
(COUNT 4)**
- 4. UNFAIR COMPETITION UNDER
CALIFORNIA COMMON LAW
(COUNT 5)**
- 5. PATENT INFRINGEMENT OF
U.S. PAT. NO. D867,731 (COUNT 6)**

JURY TRIAL DEMANDED

1 business located in Goleta, California. Deckers designs and markets footwear products
2 under a number of well-known brands, including Teva® products covered by the
3 intellectual property asserted in this Complaint.

4 6. Upon information and belief, Defendant Zoetop Business Co., Limited is
5 a Private Limited Company organized and existing under the laws of Hong Kong
6 Special Administrative Region, with a registered office and principal place of business
7 located at Room 2609, China Resources Building, 26 Harbour Road, Wanchai, Hong
8 Kong SAR, China.

9 7. Upon information and belief, Defendant Shein US Services, LLC is a
10 limited liability company organized and existing under the laws of the State of
11 Delaware and registered to do business in the State of California, with a registered
12 office and principal place of business located at 777 S. Alameda Street, 2nd Floor, Los
13 Angeles, California 90021.

14 8. Deckers is informed and believes that, together with Zoetop and Shein
15 US Services, other individuals and entities currently named as DOES 1-10 may also
16 be responsible in one manner or another for the wrongs alleged herein, in that at all
17 relevant times, each one (including Zoetop and Shein US Services) was the agent and
18 servant of the others and acting within the course and scope of said agency and
19 employment. These other individuals and entities are sued under fictitious names
20 DOES 1-10, because their true names and capacities are currently unknown to
21 Deckers. Deckers will seek leave to amend this Complaint when the true names and
22 capacities of DOES 1-10 are ascertained.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 **A. Deckers' Teva® Brand**

25 9. Deckers has been engaged in the design, distribution, marketing, offering
26 for sale, and sale of footwear since 1975. Deckers owns and markets its footwear
27 products under several distinctive trademarked brands, including Teva®,
28 Koolaburra®, UGG®, HOKA®, and Sanuk®.

1 10. Deckers’ Teva® brand is well-known and recognized as the original
2 outdoor sport sandal in the United States. Since 1984, when the Teva® brand was
3 founded, the popularity of Teva® footwear has steadily grown in the U.S. and around
4 the world. Teva® footwear has been and remains highly coveted today by consumers
5 as one of the most popular and recognizable symbols of the freedom to roam and
6 explore the outdoors in comfort.

7 11. Since 1984, Teva® sandals have become the ultimate archetype for
8 comfortable outdoor sandals. Since then, the popularity of Teva® footwear has grown
9 exponentially, with celebrities such as Solange, Elle Fanning, and Kendall Jenner
10 among a myriad of others regularly seen wearing Teva® footwear, including the
11 Teva® Hurricane Drift sandal and Teva® Original Universal sandal for Women and
12 Kids in the 90’s Multi Colorway.

13 12. The world-wide recognition as a “premium” brand and the overwhelming
14 popularity of the Teva® brand is due to Deckers’ continuous commitment to quality,
15 sustainability, and excellence. Today, Deckers’ footwear products under the Teva®
16 brand are widely available and sold to consumers in every state, including California,
17 through authorized retailers on the internet and in brick-and-mortar stores, as well as
18 directly from Deckers on the internet at www.teva.com.

19 **B. Defendants’ Infringing Activities**

20 13. This lawsuit arises from Defendants’ design, manufacture, importation,
21 distribution, advertisement, marketing, offering for sale, and sale in the U.S. of certain
22 footwear products that infringe upon Deckers’ “Original Universal 90’s Multi
23 Colorway Trade Dress”, “Hurricane Drift Trade Dress” and U.S. Pat. No. D867,731
24 (“’731 Patent”) (the “Accused Products”).

25 14. Upon information and belief, Zoetop and Shein US Services collectively
26 own and operate a “fast fashion” e-commerce enterprise that sells footwear, apparel,
27 accessories, handbags, jewelry, and other products under Defendants’ various
28 proprietary brand names including “SHEIN” through Defendants’ highly interactive

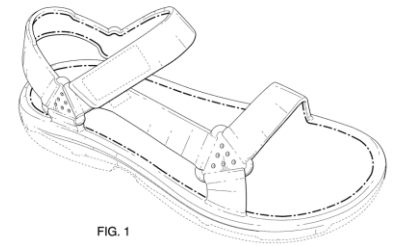
1 websites, including us.shein.com. which is accessible to consumers throughout the
2 United States, including those within this judicial district. Upon information and
3 belief, Defendants imported into the U.S., advertised, marketed, offered for sale,
4 and/or sold Accused Products in the Central District of California.

5 15. Upon information and belief, Zoetop and Shein US Services are
6 competitors of Deckers, and Defendants introduced the Accused Products into the
7 stream of commerce in an effort to exploit Deckers' goodwill and the reputation of the
8 Teva® Original Universal sandal for Women and Kids in the 90's Multi Colorway,
9 Teva® Hurricane Drift sandal, and '731 Patent.

10 16. Deckers has not granted Defendants a license to practice nor given
11 Defendants any form of permission to use Deckers' trademarks, trade dresses, or
12 patents, including Deckers' Original 90's Multi Colorway Trade Dress, Hurricane
13 Drift Trade Dress, and '731 Patent.

14 **1. Defendants' Infringement of the Teva® Hurricane Drift Trade**
15 **Dress and U.S. Pat. No. D867,731**

16 17. Upon information and belief, Defendants imported into the U.S.,
17 advertised, marketed, offered for sale, and/or sold at least the Accused Products
18 identified as "Shein" "Women Metal & Rhinestone Decor Sports Sandals Hook-and-
19 loop Fastener Fashion Sandals" SKU: s sx2210252296567737 through Zoetop and
20 Shein US Service's e-commerce website (us.shein.com) to consumers nationwide,
21 including consumers located within this judicial district. Exemplars of the Defendants'
22 "Women Metal & Rhinestone Decor Sports Sandals Hook-and-loop Fastener Fashion
23 Sandals" SKU: s sx2210252296567737 compared to the '731 Patent and the Teva®
24 Hurricane Drift sandal, the embodiment of the Hurricane Drift Trade Dress are below:

**Teva® Hurricane Drift sandal****Accused Product****FIG. 1****'731 Patent**

2. Defendants' Infringement of the Teva® Original 90's Multi Colorway Trade Dress

18. Upon information and belief, Defendants imported into the U.S., advertised, marketed, offered for sale, and/or sold at least the Accused Products identified as "Shein" "Tie-Dye Wash Ankle Strap Sandals" SKU: swshoes15210323905 through Zoetop and Shein US Service's e-commerce website (us.shein.com) to consumers nationwide, including consumers located within this judicial district. Exemplars of the Defendants' "Tie-Dye Wash Ankle Strap Sandals" SKU: swshoes15210323905 compared to the Teva® Original Universal sandal for Women and Kids in the 90's Multi Colorway, the embodiment of the Original 90's Multi Colorway Trade Dress are below:

**Teva® Original Universal sandal for Women and Kids in the 90's Multi Colorway****Accused Product**

19. Upon information and belief, Defendants may have sold additional

1 products that infringe upon Deckers' design patents and trade dresses. Deckers will
2 seek leave to amend as additional information becomes available through discovery.

3 20. Upon information and belief, Defendants have acted in bad faith and
4 Defendants' unlawful acts have misled and confused, and were intended to cause
5 confusion, or to cause mistake, or to deceive consumers as to the affiliation,
6 connection, or association of the Accused Products with Deckers, and/or the origin,
7 sponsorship, or approval of the Accused Products by Deckers.

8 **FIRST CLAIM FOR RELIEF**

9 **(Infringement of the Hurricane Drift Trade Dress– 15 U.S.C. § 1125(a))**

10 21. Deckers incorporates by reference each and every one of the preceding
11 paragraphs as though fully set forth herein.

12 22. In 2019, Deckers introduced the Teva® Hurricane Drift, marketed and
13 featuring the design elements protected under the "Hurricane Drift Trade Dress." The
14 Hurricane Drift Trade Dress is unique and inherently distinctive, and comprised of the
15 following non-functional elements:

- 16 a. An open-toe sandal;
- 17 b. A sole having a tread pattern;
- 18 c. Multiple straps including a toe strap, an instep strap, a heel strap
19 and a tether strap between the toe strap and instep strap, the tether strap being
20 asymmetric and extending only on the lateral side of the sandal;
- 21 d. Multiple solid triangles connecting the instep strap to the heel
22 strap, and a single solid triangle connecting the toe strap to the tether strap; and
- 23 e. The straps, triangles and sole being singularly molded together.

24 23. The Hurricane Drift Trade Dress, which is a composite of the above-
25 referenced features, is non-functional in its entirety, visually distinctive, and unique in
26 the footwear industry; examples of its distinctive appearance as a whole are shown in
27 the photographs below:



24. The design of the Hurricane Drift Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the shoe. There are numerous other shoe designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Hurricane Drift Trade Dress. The combination of features comprising the Hurricane Drift Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render Teva® Hurricane Drift sandal, the embodiment of the Hurricane Drift Trade Dress, as a distinct product originating solely from Deckers.

25. The Teva® Hurricane Drift sandal, the embodiment of the Hurricane Drift Trade Dress, is one of the most well-recognized and commercially successful styles of Teva® brand of footwear products, having been featured in many of Deckers' advertising and promotional materials as well as in various trade publications. The Teva® Hurricane Drift sandal has received a large volume of unsolicited media attention, for example, through various celebrities seen wearing Teva® Hurricane Drift sandal and graced the pages of many popular magazines nationwide and internationally.

26. Deckers has spent substantial time, effort, and money in designing, developing, advertising, promoting, and marketing the Teva® brand and its line of footwear embodying the Hurricane Drift Trade Dress. Deckers spends millions of dollars annually on advertising of Teva® products, including footwear embodying the Hurricane Drift Trade Dress.

27. Due to its extensive sales, and significant advertising and promotional activities, Deckers' Hurricane Drift Trade Dress has achieved widespread acceptance and recognition among the consuming public and trade throughout the United States.

1 Indeed, Deckers has sold millions of dollars' worth of Teva® Hurricane Drift sandals,
2 the embodiment of the Hurricane Drift Trade Dress. Accordingly, the Hurricane Drift
3 Trade Dress has achieved a high degree of consumer recognition and secondary
4 meaning, which serves to identify Deckers as the exclusive source of footwear
5 featuring said trade dress.

6 28. Upon information and belief, Defendants are competitors of Deckers and
7 Defendants introduced Accused Products into the stream of commerce in an effort to
8 exploit Deckers' goodwill and the reputation of the Teva® Hurricane Drift.

9 29. The Accused Products manufactured, imported, distributed, advertised,
10 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
11 the Hurricane Drift Trade Dress, such as to cause a likelihood of confusion as to the
12 source, sponsorship or approval by Deckers of the Accused Products.

13 30. Defendants' use of the Hurricane Drift Trade Dress is without Deckers'
14 permission or authorization, and in total disregard of Deckers' rights to control its
15 intellectual property. There are numerous other shoe designs in the footwear industry,
16 none of which necessitate copying or imitating the Hurricane Drift Trade Dress.

17 31. Defendants' use of the Hurricane Drift Trade Dress is likely to lead to
18 and result in confusion, mistake, or deception, and is likely to cause the public to
19 believe that Accused Products are produced, sponsored, authorized, or licensed by or
20 are otherwise connected or affiliated with Deckers.

21 32. As a direct and proximate result of the foregoing acts, Deckers has
22 suffered and will continue to suffer significant injuries in an amount to be determined
23 at trial. Deckers is entitled to recover all damages, including attorneys' fees, that it
24 has sustained and will sustain, and all gains, profits and advantages obtained by
25 Defendants as a result of its infringing acts.

26 33. Furthermore, unless Defendants' unlawful acts are enjoined by this
27 Court, there is no adequate remedy at law that can fully compensate Deckers for the
28 harm caused by Defendants' infringement, which is ongoing. Accordingly, Deckers is

entitled to injunctive relief prohibiting Defendants from continuing to infringe the Hurricane Drift Trade Dress, or any designs confusingly similar thereto.

SECOND CLAIM FOR RELIEF

(Infringement of the Original Universal 90's Multi Colorway Trade Dress – 15

U.S.C. § 1125(a))

34. Deckers incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

35. In February 2020, Deckers introduced the Teva® Original Universal sandal for Women and Kids in the 90's Multi Colorway, marketed and featuring the design elements protected under the "Original Universal 90's Multi Colorway Trade Dress." The Original Universal 90's Multi Colorway Trade Dress is unique and inherently distinctive, and comprised of the following non-functional elements:

- a. An open-toe sandal;
- b. A sole having a tread pattern;
- c. Multiple straps including a toe strap, an instep strap, a heel strap and a tether strap between the toe strap and instep strap, the tether strap being asymmetric and extending only on the lateral side of the sandal;
- d. At least one triangle connecting the instep strap to the heel strap, and a triangle connecting the toe strap to the tether strap;
- e. Each of the multiple straps having a solid color;
- f. The multiple straps forming a color block, the color block being at least three colors; and
- g. The colors being selected from the options of: blue, pink, orange, yellow and green.

36. The Original Universal 90's Multi Colorway Trade Dress, which is a composite of the above-referenced features, is non-functional in its entirety, visually distinctive, and unique in the footwear industry; examples of its distinctive appearance as a whole are shown in the photographs below:



37. The design of the Original Universal 90's Multi Colorway Trade Dress is neither essential to its use or purpose, nor does it affect the cost or quality of the shoe. There are numerous other shoe designs available that are equally feasible and efficient, none of which necessitate copying or imitating the Original Universal 90's Multi Colorway Trade Dress. The combination of features comprising the Original Universal 90's Multi Colorway Trade Dress provides no cost advantages to the manufacturer or utilitarian advantages to the consumer. These features, in combination, serve only to render the Teva® Original Universal sandal in the 90's Multi Colorway, the embodiment of the Original Universal 90's Multi Colorway Trade Dress, as a distinct product originating solely from Deckers.

38. The Teva® Original Universal sandal in the 90's Multi Colorway, the embodiment of the Original Universal 90's Multi Colorway Trade Dress, is one of the most well-recognized and commercially successful styles of the Teva® brand of footwear products, having been featured in many of Deckers' advertising and promotional materials as well as in various trade publications. Teva® Original Universal sandal in the 90's Multi Colorway, the embodiment of the Original Universal 90's Multi Colorway Trade Dress has received a large volume of unsolicited media attention, for example, through the pages of many popular magazines nationwide and internationally.

39. Deckers has spent substantial time, effort, and money in designing,

1 developing, advertising, promoting, and marketing the Teva® brand and its line of
2 footwear embodying the Original Universal 90's Multi Colorway Trade Dress.
3 Deckers spends millions of dollars annually on advertising of Teva® products,
4 including footwear embodying the Original Universal 90's Multi Colorway Trade
5 Dress.

6 40. Due to its extensive sales, and significant advertising and promotional
7 activities, Deckers' Original Universal 90's Multi Colorway Trade Dress has achieved
8 widespread acceptance and recognition among the consuming public and trade
9 throughout the United States. Indeed, Deckers has sold millions of dollars' worth of
10 Teva® Original Universal sandals in the 90's Multi Colorway, the embodiment of the
11 Original Universal 90's Multi Colorway Trade Dress. Accordingly, the Original
12 Universal 90's Multi Colorway Trade Dress has achieved a high degree of consumer
13 recognition and secondary meaning, which serves to identify Deckers as the exclusive
14 source of footwear featuring said trade dress.

15 41. Upon information and belief, Defendants are competitors of Deckers and
16 Defendants introduced Accused Products into the stream of commerce in an effort to
17 exploit Deckers' goodwill and the reputation of the Teva® Original Universal sandal
18 in the 90's Multi Colorway, the embodiment of the Original Universal 90's Multi
19 Colorway Trade Dress.

20 42. The Accused Products manufactured, imported, distributed, advertised,
21 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
22 the Original Universal 90's Multi Colorway Trade Dress, such as to cause a
23 likelihood of confusion as to the source, sponsorship or approval by Deckers of the
24 Accused Products.

25 43. Defendants' use of the Original Universal 90's Multi Colorway Trade
26 Dress is without Deckers' permission or authorization, and in total disregard of
27 Deckers' rights to control its intellectual property. There are numerous other shoe
28 designs in the footwear industry, none of which necessitate copying or imitating the

1 Original Universal 90's Multi Colorway Trade Dress.

2 44. Defendants' use of the Original Universal 90's Multi Colorway Trade
3 Dress is likely to lead to and result in confusion, mistake, or deception, and is likely to
4 cause the public to believe that Accused Products are produced, sponsored,
5 authorized, or licensed by or are otherwise connected or affiliated with Deckers.

6 45. As a direct and proximate result of the foregoing acts, Deckers has
7 suffered and will continue to suffer significant injuries in an amount to be determined
8 at trial. Deckers is entitled to recover all damages, including attorneys' fees, that it
9 has sustained and will sustain, and all gains, profits and advantages obtained by
10 Defendants as a result of its infringing acts.

11 46. Furthermore, unless Defendants' unlawful acts are enjoined by this
12 Court, there is no adequate remedy at law that can fully compensate Deckers for the
13 harm caused by Defendants' infringement, which is ongoing. Accordingly, Deckers is
14 entitled to injunctive relief prohibiting Defendants from continuing to infringe the
15 Original Universal 90's Multi Colorway Trade Dress, or any designs confusingly
16 similar thereto.

17 **THIRD CLAIM FOR RELIEF**

18 **(Trade Dress Infringement – California Common Law)**

19 47. Deckers incorporates by reference each and every one of the preceding
20 paragraphs as though fully set forth herein.

21 48. Defendants' infringement of the Hurricane Drift Trade Dress and
22 Original Universal 90's Multi Colorway Trade Dress also constitutes trade dress
23 infringement under common law of the state of California.

24 49. The Accused Products manufactured, imported, distributed, advertised,
25 offered for sale, and/or sold by Defendants bear confusingly similar reproductions of
26 the Hurricane Drift Trade Dress and Original Universal 90's Multi Colorway Trade
27 Dress, such as to cause a likelihood of confusion as to the source, sponsorship or
28 approval by Deckers of the Accused Products.

1 50. Defendants' unauthorized use of the Hurricane Drift Trade Dress and
2 Original Universal 90's Multi Colorway Trade Dress has caused and is likely to cause
3 confusion as to the source of Accused Products among consumers.

4 51. As a direct and proximate result of the foregoing acts, Deckers has
5 suffered and will continue to suffer significant injuries in an amount to be determined
6 at trial. Deckers is entitled to recover all damages, including attorneys' fees, that it
7 has sustained on account of Defendants' infringement, and all gains, profits and
8 advantages obtained by Defendants as a result of its unlawful acts.

9 52. Defendants' unlawful acts were willful, deliberate, and intended to cause
10 confusion among the public, taken in reckless disregard of Deckers' rights. As such,
11 an award of exemplary and punitive damages is necessary in an amount sufficient to
12 deter similar misconduct in the future.

13 53. Furthermore, unless Defendants' unlawful acts are enjoined by this
14 Court, there is no adequate remedy at law that can fully compensate Deckers for the
15 damages caused by Defendants' infringement, which is ongoing. Accordingly,
16 Deckers is entitled to injunctive relief prohibiting Defendants from continuing to
17 infringe the Hurricane Drift Trade Dress and/or Original Universal 90's Multi
18 Colorway Trade Dress, or any designs confusingly similar thereto.

19 **FOURTH CLAIM FOR RELIEF**

20 **(Unfair Competition in Violation of Cal. Bus. & Prof. Code, § 17200 *et. seq.*)**

21 54. Deckers incorporates by reference each and every one of the preceding
22 paragraphs as though fully set forth herein.

23 55. Defendants' misappropriation and unauthorized use of the Hurricane
24 Drift Trade Dress and Original Universal 90's Multi Colorway Trade Dress to
25 promote the Accused Products is likely to confuse or mislead consumers into
26 believing that such products are authorized, licensed, affiliated, sponsored, and/or
27 approved by Deckers, constituting deceptive, unfair, and fraudulent business practices
28 and unfair competition in violation of the California Unfair Business Practices Act,

1 Cal. Bus. & Prof. Code, § 17200 *et. seq.*

2 56. Upon information and belief, Defendants' deceptive, unfair, and
3 fraudulent business practices were willfully undertaken with full knowledge of the
4 Hurricane Drift Trade Dress and with the intent to misappropriate Deckers' goodwill
5 and reputation established in the Teva® Hurricane Drift sandal.

6 57. Upon information and belief, Defendants' deceptive, unfair, and
7 fraudulent business practices were willfully undertaken with full knowledge of the
8 Original Universal 90's Multi Colorway Trade Dress and with the intent to
9 misappropriate Deckers' goodwill and reputation established in the Teva® Original
10 Universal sandal for Women and Kids in the 90's Multi Colorway.

11 58. As a direct and proximate result of the foregoing acts, Deckers has
12 suffered and will continue to suffer significant injuries in an amount to be determined
13 at trial. Deckers is entitled to all available relief provided for under the California
14 Unfair Business Practices Act, Cal. Bus. & Prof. Code, § 17200 *et. seq.*, including an
15 accounting and disgorgement of all illicit profits that Defendants made on account of
16 its deceptive, unfair, and fraudulent business practices. Furthermore, because Deckers
17 has no adequate remedy at law for Defendants' ongoing unlawful conduct, Deckers is
18 entitled to injunctive relief prohibiting Defendants from unfair competition.

19 **FIFTH CLAIM FOR RELIEF**

20 **(Unfair Competition – California Common Law)**

21 59. Deckers incorporates by reference each and every one of the preceding
22 paragraphs as though fully set forth herein.

23 60. Defendants' misappropriation and unauthorized use of the Hurricane
24 Drift Trade Dress and Original Universal 90's Multi Colorway Trade Dress to
25 promote the Accused Products also constitutes unfair competition in violation of
26 common law of the state of California.

27 61. Deckers has expended substantial time, resources and effort in creating
28 and developing Teva® footwear, including:

1 a. the Teva® Hurricane Drift sandal, the embodiment of the
2 Hurricane Drift Trade Dress, which consumers recognize as originating from
3 Deckers; and

4 b. The Teva® Original Universal sandal for Women and Kids in the
5 90's Multi Colorway, the embodiment of the Original Universal 90's Multi
6 Colorway Trade Dress, which consumers recognize as originating from
7 Deckers.

8 62. Upon information and belief, Defendants introduced Accused Products
9 into the stream of commerce in order to exploit Deckers' goodwill and the reputation
10 established in the Teva® Hurricane Drift sandal and the Teva® Original Universal
11 sandal for Women and Kids in the 90's Multi Colorway for Defendants' own
12 pecuniary gain.

13 63. Defendants' unauthorized use of the Hurricane Drift Trade Dress and
14 Original Universal 90's Multi Colorway Trade Dress resulted in Defendants unfairly
15 benefitting from Deckers' goodwill and the reputation established in the Hurricane
16 Drift Trade Dress and Original Universal 90's Multi Colorway Trade Dress.

17 64. Upon information and belief, Defendants' unlawful acts are willful,
18 deliberate, and intended to cause confusion among the public and taken in reckless
19 disregard of Deckers' rights. As such, an award of exemplary and punitive damages is
20 necessary in an amount sufficient to deter similar misconduct in the future.

21 65. As a direct and proximate result of the foregoing acts, Deckers has
22 suffered and will continue to suffer significant injuries in an amount to be determined
23 at trial. Deckers is entitled to recover all damages, including attorneys' fees, that
24 Deckers has sustained on account of Defendants' unfair competition, and all gains,
25 profits and advantages obtained by Defendants as a result of its unlawful acts.
26 Furthermore, because Deckers has no adequate remedy at law for Defendants'
27 ongoing unlawful conduct, Deckers is entitled to injunctive relief prohibiting
28 Defendants from unfair competition.

SIXTH CLAIM FOR RELIEF

(Patent Infringement – U.S. Pat. No. D867,731)

66. Deckers incorporates by reference each and every one of the preceding paragraphs as though fully set forth herein.

67. In order to protect its valuable brands, Deckers owns a number of patents covering various styles of footwear it markets, including the Teva® Hurricane Drift described herein. These patents include U.S. Pat. No. D867,731 (“the ’731 Patent”) issued on November 26, 2019, a true and correct copy of which is attached hereto as **Exhibit A** and incorporated herein.

68. Deckers is the owner by assignment of all rights, title and interest in and to the ’731 Patent issued in November 2019 and Deckers has marked substantially all footwear products embodying the design of the ’731 Patent with “Patent Pending” and/or “Patent # D867,731” and/or via virtual patent marking on a product label in compliance with 35 U.S.C. § 287, putting Defendants on notice of the ’731 Patent.

69. Defendants have produced, imported into the U.S., distributed, advertised, marketed, offered for sale, and/or sold within the United States the Accused Products which bear a design substantially similar to the ornamental design of the ’731 Patent, in violation of 35 U.S.C. § 271.

70. Deckers has not granted a license or given Defendants any form of permission to the ’731 Patent and Defendants’ infringement of the ’731 Patent is without Deckers’ permission or authority and in total disregard of Deckers’ intellectual property rights.

71. As a direct and proximate result of the foregoing acts, Deckers has suffered and will continue to suffer significant injuries in an amount to be determined at trial. Deckers is entitled to recover all damages sustained on account of Defendants’ infringement, and all gains, profits and advantages obtained by Defendants under 35 U.S.C. §§ 284 and 289.

72. Upon information and belief, Defendants’ infringing acts were willful,

1 deliberate, and taken in reckless disregard of the '731 Patent despite having been put
2 on notice through Deckers' patent marking. Defendants took these actions knowing
3 the objectively high likelihood that such actions constituted infringement of the '731
4 Patent. As Defendants' willful acts render this an exceptional case, Deckers is entitled
5 to enhanced damages and reasonable attorney fees under 35 U.S.C. § 284.

6 73. Furthermore, unless Defendants' unlawful acts are enjoined by this
7 Court, there is no adequate remedy at law that can fully compensate Deckers for the
8 harm caused by Defendants' infringement of the '731 Patent, which is ongoing.
9 Accordingly, Deckers is entitled to injunctive relief under 35 U.S.C. § 283 prohibiting
10 Defendants from continuing to infringe the '731 Patent.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff Deckers Outdoor Corporation respectfully prays for
13 judgment against Defendants Zoetop Business Co., Limited, Shein US Services,
14 LLC, and DOES 1-10 as follows:

15 1. A judgment that Defendants infringed Deckers' Original 90's Multi
16 Colorway Trade Dress, Hurricane Drift Trade Dress, and U.S. Pat. No. D867,731;

17 2. An order permanently enjoining and restraining Defendants, their agents,
18 servants, employees, officers, associates, and all persons acting in concert with any of
19 them from infringing Deckers' intellectual property at issue, including but not limited
20 to infringing acts such as:

21 a. manufacturing, importing, advertising, marketing, promoting,
22 supplying, distributing, offering for sale, or selling Accused Products or any
23 other products that bear an identical or confusingly similar design as Deckers'
24 Hurricane Drift Trade Dress;

25 b. manufacturing, importing, advertising, marketing, promoting,
26 supplying, distributing, offering for sale, or selling Accused Products or any
27 other products that bear an identical or confusingly similar design as Deckers'
28 Original 90's Multi Colorway Trade Dress;

1 c. manufacturing, importing, advertising, marketing, promoting,
2 supplying, distributing, offering for sale, or selling Accused Products or any
3 other products that infringe the '731 Patent;

4 d. engaging in any other activity constituting unfair competition with
5 Deckers, or acts and practices that deceive consumers, the public, and/or trade,
6 including without limitation, the use of designations and design elements used
7 or owned by or associated with Deckers; and

8 e. committing any other act which falsely represents or which has
9 the effect of falsely representing goods and services of Defendants are
10 licensed, authorized, offered, produced, sponsored, or in any other way
11 associated with Deckers;

12 3. An order requiring Defendants to recall from any distributors and
13 retailers and to deliver to Deckers for destruction any Accused Products, including the
14 means of making such products;

15 4. An order requiring Defendants to file with this Court and serve on
16 Deckers within thirty (30) days after entry of the injunction, a report in writing and
17 under oath setting forth the manner in which Defendants complied with the injunction;

18 5. An order for an accounting of all gains, profits and advantages derived by
19 Defendants on account of the unlawful acts complained of herein pursuant to 15
20 U.S.C. § 1117(a), Cal. Bus. & Prof. Code, § 17200 *et. seq.*, and any other applicable
21 federal statute or California state and common law;

22 6. An award of damages equal to Defendants' profits and all damages
23 sustained by Deckers as a result of Defendants' wrongful acts;

24 7. An award of damages equal to treble Defendants' profits or Deckers'
25 damages, whichever is greater, on account of Defendants' willful infringement;

26 8. An award of punitive damages and Deckers' costs, attorneys' fees, and
27 interest as allowed under all applicable federal statutes and California state laws; and

28 9. All other relief that the Court may deem just and proper.

Dated: November 20, 2023 **BLAKELY LAW GROUP**

By: /s/ Jamie Fountain
Brent H. Blakely
Jamie Fountain
Attorneys for Plaintiff
Deckers Outdoor Corporation

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff Deckers Outdoor Corporation hereby demands a trial by jury as to all claims in this Civil Action.

Dated: November 20, 2023 **BLAKELY LAW GROUP**

By: /s/ Jamie Fountain
Brent H. Blakely
Jamie Fountain
Attorneys for Plaintiff
Deckers Outdoor Corporation